

RECORDATION NO. 29339 FILED

JUL 06 '10 -8 00 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

July 6, 2010

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated as of June 30, 2010, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Seller/

Assignor:

General Electric Railcar Services Corporation
161 North Clark Street, 7th Floor
Chicago, IL 60601

Buyer/Assignee:

Midwest Railcar Corporation
4949 Autumn Oaks Drive
Maryville, IL 62062

Section Chief
July 6, 2010
Page 2

A description of the railroad equipment covered by the enclosed document is:

143 railcars: USLX 7835, USLX 7882, PLWX 16024, PLWX 23209 and within the series PTLX 14557 - PTLX 34819, PLCX 16180 - PLCX 27691, TLCX 30141 - TLCX 31753 and ITLX 40936 - ITLX 41839 as more particularly set forth in the attachment to the document.

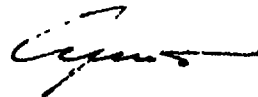
A short summary of the document to appear in the index is

Assignment and Assumption Agreement

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal stroke extending to the right.

Robert W Alvord

RWA/sem
Enclosures

JUL 06 '10 -8 00 AM

ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of June 30, 2010 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and Midwest Railcar Corporation, an Illinois corporation (the "Buyer").

RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of June 30, 2010 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in Section 4 of this Agreement.

2. **Assignment.** Effective as to each unit of Equipment on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations under the Lease (including the rider referenced in the definition thereof and, solely as it pertains to the rider, the Master Lease) (collectively, the "Operative Agreements") as they relate to each unit. Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any right to indemnification for tax or other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement

3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 hereof and assumes all obligations of the Seller accruing on or after the Closing Date under, and agrees to be bound to the same extent as the Seller by all the terms of, the Operative Agreements. Effective on and after the Closing Date (except with respect to obligations not assumed pursuant to the preceding sentence), the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements and each reference in the Operative Agreements to the Seller shall be deemed to mean the Buyer. The Seller is released of all obligations accruing under the Operative Agreements on or after the Closing Date.

4. **Definitions** Except as otherwise specified or as the context may otherwise require, the following terms have the meanings set forth below whenever used in this Agreement

(terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

Bill of Sale: the bill of sale in the form of Exhibit I hereto.

Closing Date: the date of the Bill of Sale.

Equipment: the equipment described in Schedule 1 to this Agreement together with every part, accessory, component and any equipment installed therein or attached thereto owned by the Seller on the Closing Date (individually each railcar is referred to as a "unit" or "unit of Equipment").

Lease: Rider No. 2 dated September 1, 2007 between Lessee and the Seller, which incorporates by reference the terms of the Master Lease.

Lessee: Perdue Agribusiness Incorporated.

Master Lease: Car Leasing Agreement 6992-97-0 dated May 22, 2006 between the Seller and Lessee as successor in interest to Perdue Farms, Incorporated.

Ownership Interest. the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Operative Agreements.

5. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

6. **Notices** All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 9.6 of the Purchase Agreement.

7. **Headings.** The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof

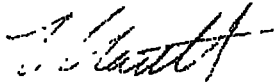
8. **Counterparts** This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. **Governing Law** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to its conflict of law rules

10. **Entire Agreement** This Agreement, the Purchase Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION**

By 
Name Mark A. Stefani
Title Vice President

MIDWEST RAILCAR CORPORATION

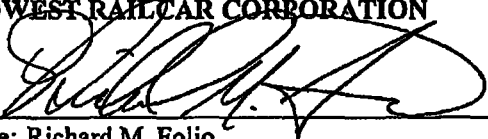
By _____
Name Richard M. Folio
Title Executive Vice President

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION**

By: _____
Name: Mark A. Stefani
Title: Vice President

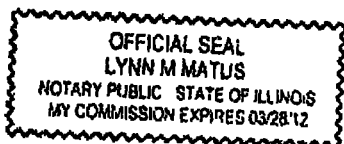
MIDWEST RAILCAR CORPORATION

By:  _____
Name: Richard M. Folio
Title: Executive Vice President

State of Illinois)
)
County of Cook)

On this, the 20TH day of June, 2010, before me, a Notary Public in and for said County and State, personally appeared Mark A. Stefani, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Lynn M. Matus
Name Lynn M. Matus
Notary Public

My Commission Expires: 3/28/12
Residing in: Cook County, Illinois

State of Maryland)

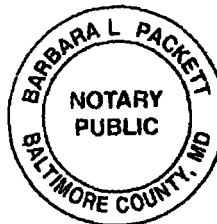
City of Baltimore)

On this, the 29th day of June, 2010 before me, a Notary Public in and for said County and State, personally appeared Richard M. Folio, an Executive Vice President of Midwest Railcar Corporation, who acknowledged himself to be a duly authorized officer of Midwest Railcar Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: Barbara L. Packett
Notary Public

My Commission Expires: _____
Residing in: _____



BARBARA L. PACKETT
Notary Public State of Maryland
My Commission Expires 01/06/2014

**EXHIBIT I
TO ASSIGNMENT AND ASSUMPTION AGREEMENT**

FORM OF BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric Railcar Services Corporation ("Seller"), does hereby sell, transfer and assign to Midwest Railcar Corporation ("Buyer") all of Seller's rights, title and interest in and to the equipment described in Schedule 1 hereto, subject to the terms and conditions of the Purchase Agreement, dated as of June 30, 2010, between Seller and Buyer, and the Assignment and Assumption Agreement, dated June 30, 2010, between Seller and Buyer.

General Electric Railcar Services Corporation

By: _____
Name: _____
Title: _____
Date: _____

Schedule 1
to Assignment and Assumption Agreement
(List of Equipment)

<u>Unit Count</u>	<u>Lessee</u>	<u>AAR Reporting Marks</u>	
1	Perdue Agribusiness Incorporated	USLX	7835
2	Perdue Agribusiness Incorporated	USLX	7882
3	Perdue Agribusiness Incorporated	PTLX	14557
4	Perdue Agribusiness Incorporated	PTLX	14581
5	Perdue Agribusiness Incorporated	PTLX	14609
6	Perdue Agribusiness Incorporated	PTLX	14657
7	Perdue Agribusiness Incorporated	PTLX	14718
8	Perdue Agribusiness Incorporated	PTLX	14722
9	Perdue Agribusiness Incorporated	PTLX	14759
10	Perdue Agribusiness Incorporated	PTLX	14789
11	Perdue Agribusiness Incorporated	PTLX	14808
12	Perdue Agribusiness Incorporated	PTLX	14833
13	Perdue Agribusiness Incorporated	PTLX	15331
14	Perdue Agribusiness Incorporated	PTLX	15454
15	Perdue Agribusiness Incorporated	PTLX	15460
16	Perdue Agribusiness Incorporated	PTLX	15520
17	Perdue Agribusiness Incorporated	PTLX	15665
18	Perdue Agribusiness Incorporated	PTLX	15698
19	Perdue Agribusiness Incorporated	PTLX	15741
20	Perdue Agribusiness Incorporated	PLWX	16024
21	Perdue Agribusiness Incorporated	PLCX	16180
22	Perdue Agribusiness Incorporated	PLCX	16335
23	Perdue Agribusiness Incorporated	PTLX	17111
24	Perdue Agribusiness Incorporated	PTLX	17156
25	Perdue Agribusiness Incorporated	PTLX	17783
26	Perdue Agribusiness Incorporated	PTLX	17802
27	Perdue Agribusiness Incorporated	PTLX	17804
28	Perdue Agribusiness Incorporated	PTLX	17994
29	Perdue Agribusiness Incorporated	PLCX	18274
30	Perdue Agribusiness Incorporated	PLCX	18331
31	Perdue Agribusiness Incorporated	PLCX	18512
32	Perdue Agribusiness Incorporated	PLCX	18639
33	Perdue Agribusiness Incorporated	PLCX	19523
34	Perdue Agribusiness Incorporated	PLCX	19587
35	Perdue Agribusiness Incorporated	PLCX	19589
36	Perdue Agribusiness Incorporated	PLCX	20187
37	Perdue Agribusiness Incorporated	PLCX	20190
38	Perdue Agribusiness Incorporated	PLCX	20191
39	Perdue Agribusiness Incorporated	PLCX	20250
40	Perdue Agribusiness Incorporated	PLCX	20262
41	Perdue Agribusiness Incorporated	PLCX	20264
42	Perdue Agribusiness Incorporated	PLCX	20297
43	Perdue Agribusiness Incorporated	PLCX	20309

<u>Unit</u> <u>Count</u>	<u>Lessee</u>	<u>AAR</u> <u>Reporting Marks</u>
44	Perdue Agribusiness Incorporated	PLCX 20458
45	Perdue Agribusiness Incorporated	PLCX 20491
46	Perdue Agribusiness Incorporated	PLCX 20590
47	Perdue Agribusiness Incorporated	PLCX 20647
48	Perdue Agribusiness Incorporated	PLCX 20734
49	Perdue Agribusiness Incorporated	PLCX 20870
50	Perdue Agribusiness Incorporated	PLCX 20890
51	Perdue Agribusiness Incorporated	PLCX 20891
52	Perdue Agribusiness Incorporated	PLCX 20894
53	Perdue Agribusiness Incorporated	PLCX 20895
54	Perdue Agribusiness Incorporated	PLCX 20899
55	Perdue Agribusiness Incorporated	PLCX 20930
56	Perdue Agribusiness Incorporated	PLCX 20984
57	Perdue Agribusiness Incorporated	PLCX 21033
58	Perdue Agribusiness Incorporated	PLCX 21055
59	Perdue Agribusiness Incorporated	PLCX 21088
60	Perdue Agribusiness Incorporated	PLCX 21089
61	Perdue Agribusiness Incorporated	PLCX 21094
62	Perdue Agribusiness Incorporated	PLCX 21095
63	Perdue Agribusiness Incorporated	PLCX 21116
64	Perdue Agribusiness Incorporated	PLCX 21122
65	Perdue Agribusiness Incorporated	PLCX 21180
66	Perdue Agribusiness Incorporated	PLCX 21184
67	Perdue Agribusiness Incorporated	PLCX 21628
68	Perdue Agribusiness Incorporated	PLCX 21632
69	Perdue Agribusiness Incorporated	PLCX 21704
70	Perdue Agribusiness Incorporated	PLCX 22031
71	Perdue Agribusiness Incorporated	PLCX 22049
72	Perdue Agribusiness Incorporated	PLCX 22099
73	Perdue Agribusiness Incorporated	PLCX 22124
74	Perdue Agribusiness Incorporated	PLCX 22209
75	Perdue Agribusiness Incorporated	PLCX 22969
76	Perdue Agribusiness Incorporated	PLWX 23209
77	Perdue Agribusiness Incorporated	PLCX 23977
78	Perdue Agribusiness Incorporated	PLCX 24140
79	Perdue Agribusiness Incorporated	PLCX 27023
80	Perdue Agribusiness Incorporated	PLCX 27189
81	Perdue Agribusiness Incorporated	PLCX 27691
82	Perdue Agribusiness Incorporated	TLCX 30141
83	Perdue Agribusiness Incorporated	TLCX 30159
84	Perdue Agribusiness Incorporated	TLCX 30325
85	Perdue Agribusiness Incorporated	TLCX 30327
86	Perdue Agribusiness Incorporated	TLCX 30491
87	Perdue Agribusiness Incorporated	TLCX 30626
88	Perdue Agribusiness Incorporated	TLCX 30702
89	Perdue Agribusiness Incorporated	TLCX 30736
90	Perdue Agribusiness Incorporated	TLCX 30833
91	Perdue Agribusiness Incorporated	TLCX 30922

<u>Unit Count</u>	<u>Lessee</u>	<u>AAR Reporting Marks</u>	
92	Perdue Agribusiness Incorporated	TLCX	30977
93	Perdue Agribusiness Incorporated	TLCX	31753
94	Perdue Agribusiness Incorporated	PTLX	31962
95	Perdue Agribusiness Incorporated	PTLX	33323
96	Perdue Agribusiness Incorporated	PTLX	33408
97	Perdue Agribusiness Incorporated	PTLX	33732
98	Perdue Agribusiness Incorporated	PTLX	33791
99	Perdue Agribusiness Incorporated	PTLX	33792
100	Perdue Agribusiness Incorporated	PTLX	33801
101	Perdue Agribusiness Incorporated	PTLX	33812
102	Perdue Agribusiness Incorporated	PTLX	33815
103	Perdue Agribusiness Incorporated	PTLX	33900
104	Perdue Agribusiness Incorporated	PTLX	33901
105	Perdue Agribusiness Incorporated	PTLX	33974
106	Perdue Agribusiness Incorporated	PTLX	33985
107	Perdue Agribusiness Incorporated	PTLX	34058
108	Perdue Agribusiness Incorporated	PTLX	34100
109	Perdue Agribusiness Incorporated	PTLX	34166
110	Perdue Agribusiness Incorporated	PTLX	34374
111	Perdue Agribusiness Incorporated	PTLX	34494
112	Perdue Agribusiness Incorporated	PTLX	34508
113	Perdue Agribusiness Incorporated	PTLX	34516
114	Perdue Agribusiness Incorporated	PTLX	34594
115	Perdue Agribusiness Incorporated	PTLX	34752
116	Perdue Agribusiness Incorporated	PTLX	34789
117	Perdue Agribusiness Incorporated	PTLX	34819
118	Perdue Agribusiness Incorporated	ITLX	40936
119	Perdue Agribusiness Incorporated	ITLX	41104
120	Perdue Agribusiness Incorporated	ITLX	41176
121	Perdue Agribusiness Incorporated	ITLX	41199
122	Perdue Agribusiness Incorporated	ITLX	41211
123	Perdue Agribusiness Incorporated	ITLX	41212
124	Perdue Agribusiness Incorporated	ITLX	41326
125	Perdue Agribusiness Incorporated	ITLX	41343
126	Perdue Agribusiness Incorporated	ITLX	41355
127	Perdue Agribusiness Incorporated	ITLX	41373
128	Perdue Agribusiness Incorporated	ITLX	41527
129	Perdue Agribusiness Incorporated	ITLX	41599
130	Perdue Agribusiness Incorporated	ITLX	41631
131	Perdue Agribusiness Incorporated	ITLX	41637
132	Perdue Agribusiness Incorporated	ITLX	41657
133	Perdue Agribusiness Incorporated	ITLX	41713
134	Perdue Agribusiness Incorporated	ITLX	41731
135	Perdue Agribusiness Incorporated	ITLX	41745
136	Perdue Agribusiness Incorporated	ITLX	41750
137	Perdue Agribusiness Incorporated	ITLX	41751
138	Perdue Agribusiness Incorporated	ITLX	41752
139	Perdue Agribusiness Incorporated	ITLX	41762

<u>Unit Count</u>	<u>Lessee</u>	<u>AAR Reporting Marks</u>	
140	Perdue Agribusiness Incorporated	ITLX	41769
141	Perdue Agribusiness Incorporated	ITLX	41806
142	Perdue Agribusiness Incorporated	ITLX	41823
143	Perdue Agribusiness Incorporated	ITLX	41839

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

7/6/10



Robert W. Alvord